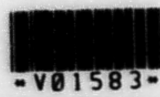


022

CITY OF MISSISSAUGA
RETURN TO CENTRAL RECORDS
BOX LABEL



-V01583-

LOCATION LABEL



-98090505-

V01583 001
890301 AGENDA & MINUTES
198912

OPERATION & WORKS COMMITTEE MG.0

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THE CORPORATION OF THE CITY OF MISSISSAUGA

A G E N D A

OPERATIONS AND WORKS COMMITTEE

WEDNESDAY, MARCH 1, 1989, 9:00 A.M.

RESOURCE LIBRARY - CIVIC CENTRE

Members: Councillor H. Kennedy (Chair)
Councillor M. Prentice
Councillor F. Dale
Councillor F. McKechnie
Councillor D. Culham
Councillor N. Iannicca

Prepared by: Linda Mailer, Clerk's Department (896-5425)
Date: February 23, 1989

Committee Members are requested to contact the appropriate Department Heads prior to the meeting if greater explanation or detail is required with regard to any item on this agenda.

INDEX - OPERATIONS AND WORKS COMMITTEE - MARCH 1, 1989

DEPUTATIONS/PRESENTATIONS - 9:00 A.M.

A. Mr. J. Lyons, President, Lyons Auto Body Ltd.

TW-45-1988

SEE ITEM 1

<u>ITEM</u>	<u>FILE</u>	<u>SUBJECT</u>
1.	TW-45-1988	Towing Services and Compound Facilities
2.	F.06.04.05 F.03.02	Reconstruction of Dunbar Road from Argyle Road Easterly to End
3.	F.05.04.05(A)	Blue Boxes
4.	F.05.04.05(A)	Plastic Recycling
5.	F.05.04.07	Composting

CITY OF MISSISSAUGA

AGENDA

OPERATIONS AND WORKS COMMITTEE

MARCH 1, 1989

DEPUTATIONS/PRESENTATIONS - 9:00 A.M.

- A. Mr. J. Lyons, President, Lyons Auto Body Ltd.
TW-45-1988
SEE ITEM 1

MATTERS FOR CONSIDERATION:

1. It is expected a report will be available from the Commissioner of Public Works regarding the deputation at the Operations and Works Committee meeting of February 21, 1989, by Mr. J. Lyons concerning Tender TW-45-1988.
TW-45-1988

2. Report dated February 17, 1989, from the Commissioner of Public Works regarding the reconstruction of Dunbar Road from Argyle Road Easterly to End.

A petition, containing 34 signatures has been received from the residents of Dunbar Road requesting the reconstruction of Dunbar Road to a curb and gutter standard from Argyle Road to its easterly end, a distance of approximately 400 metres (1,312 feet). Provisions for a 4-way stop at Dunbar Road and Confederation Parkway and a 3-way stop at Dunbar Road and Rugby Road were also requested.

In order to comment on the stop sign placements, traffic count studies will have to be carried out. Following completion of these counts, a report will be submitted to Council to address this request.

Dunbar Road from Argyle Road to the end and Argyle Road from Dunbar Road to Dundas Street should be considered as potential candidates for inclusion in the 10-year local road reconstruction program during the preparation of the 1990 to 1999 Capital Budget.

RECOMMENDATION:

- (a) That the reconstruction of Dunbar Road from Argyle Road to its easterly end and Argyle Road from Dunbar Road to Dundas Street be considered for inclusion in the 10-year local road reconstruction program during the preparation of the 1990 to 1999 Capital Budget and that the initiator of the residents' petition, Rose Chiacchia, be so advised.
- (b) That a separate report addressing the request for placement of stop signs at Dunbar Road and Confederation Parkway and Dunbar Road and Rugby Street be forwarded to Council following completion of the required traffic count studies.

F.06.04.05
F.03.02

RECOMMEND ADOPTION

3. Report dated February 15, 1989, from the Commissioner of Public Works regarding loss of blue boxes.

The blue box program has proven to be so successful that for the last six-month period we have been replacing blue boxes which have been apparently lost at the rate of 12% per annum. This rate of replacement is considerably higher than Laidlaw Waste Systems' estimate of 2% per year which likely could be considered on the conservative side.

The City should be concerned about the number of lost blue boxes in that it will definitely affect our next contract when tendered in the Fall of 1990.

RECOMMENDATION:

That commencing March 14, 1989 anyone who has lost a blue box be required to go to Mavis Road Works Yard and pick up a second blue box and sign for same.

F.05.04.05(A)

RECOMMEND ADOPTION

4. Report dated February 21, 1989, from the Commissioner of Public Works regarding plastic recycling.

In 1988 Council approved a plastic recycling demonstration project for approximately 2,000 homes north of Burnhamthorpe Road and east of Dixie Road. This project is now three months old and to date we have collected approximately 1-1/2 bales (1 bale = 1,100 pounds) of plastics which are being sent to Nuplast (a division of Polymont Plastics) in Brampton for analyzing as to quality and therefore market value. It will be necessary, in implementing a total program, for Laidlaw Waste Systems to purchase two additional recycling trucks.

The City of Mississauga in implementing a full-scale plastic recycling program would be the first municipality to do so in total. It is suggested that, before the recycling project in June commences, the Province of Ontario through the Ministry of the Environment and The Society of the Plastics Industry of Canada (S.P.I.) be requested to provide grants to the City towards the cost of adding plastics to the blue box collection. This cost is estimated to be \$220,000 plus design and promotion starting June 1, 1989, and funds have been included in the 1989 Current Budget.

RECOMMEND ADOPTION

- (a) That a full-scale plastic recycling program be implemented for the City of Mississauga starting June 1, 1989 at a cost of \$220,000 per year or \$110,00 for the balance of 1989.
- (b) That the Province of Ontario (M.O.E.) and The Society of the Plastics Industry of Canada (S.P.I.) be requested to advise the City of their contribution towards the City of Mississauga plastic recycling program for 1989 and subsequent years.

F.05.04.05(A)

RECOMMEND ADOPTION

5. Report dated February 15, 1989, from the Commissioner of Public Works regarding composting.

In the Fall of 1988 the Public Works Department suggested that consideration should be given to a demonstration project for recycling compostables starting on June 1, 1989. The Region have indicated that they will cooperate with the City on this project and arrangements have been made with Laidlaw Waste Systems to carry out a collection of compostables from approximately 1,200 homes at the normal collection charge during June, July and August.

To reduce the amount of material being disposed of at landfill sites, it will be necessary for municipalities to enter into extensive composting programs. It is felt that this demonstration project will provide the City and the Region with adequate material to ascertain the quality of the material which has been composted and the market value of same when a City and/or Region-wide program is implemented. Funding for this project has been included in the 1989 Current Budget.

RECOMMENDATION:

That the City of Mississauga implement composting in the area shown in Schedule 1 attached to the report of the Commissioner of Public Works dated February 15, 1989, commencing June 1, 1989 and running to May 31, 1990.

F.05.04.07

RECOMMEND ADOPTION



Corporate Report

Received by
Clerk's Dept.

Clerk's Files

OPERATIONS/WORKS **MAR 1 1989**

Originator's
Files 11 141 89045

DATE: February 23, 1989
TO: Chairman and Members of the Operations and Works Committee
FROM: Finance Department and Public Works Department
SUBJECT: Tender TW-45-1988 - Towing Services and Compound Facilities

ORIGIN: Operations and Works Committee meeting, February 21, 1989.

BACKGROUND: At the Operations and Works Committee meeting of February 21, 1989, Mr. J. Lyons appeared as a deputation concerning Tender TW-45-1988. Committee requested a report on the format of previous tender, the rationale for re-tendering, comments on the new Tender Documents which are presently out to tender, and options which are available, for Committee's consideration for obtaining towing prices for the immediate future.

COMMENTS: The original tender was called back in 1988 with a closing date of October 18, 1988, under Tender TW-45-1988 and covered towing services and compound facilities for the period of January 1, 1989 to December 31, 1991. Tenders were distributed to eight prospective tenderers. The Tender Documents are attached for Committee's information.

For the purposes of the Tender the City was divided into three areas as outlined on Page 3 of the Documents. Also, on Page 3, it states that all bidders must operate compounds within the City of Mississauga and in the area for which a bid is being submitted.

As a result of this Tender four bids were received (Summary attached), two for Area 2 and two for Area 3. No bids were received for Area 1. It would appear that no Towing Company is operating a compound storage facility in this designated Area 1 and also it is highly unlikely that a compound facility will be established in this area in the foreseeable future due to the limited amount of appropriate zoning for this use.

1(a)

Chairman and Members of the
Operations and Works Committee

- 2 -

February 23, 1989

COMMENTS - cont'd.

Subsequent to the Tender Closing, but prior to making a recommendation to award to Council on a successful tenderer or tenderers, much discussion took place concerning this Tender. We will attempt to highlight the discussions and/or correspondence which have been received in this regard during this period.

1. On October 31, 1988, Malton Towing contacted the Finance Department and requested a breakdown of Atlantic's bid and generally claimed if all other aspects of towing were considered they would be the low bidder.
2. During November 1988, Lyons Auto Body and Atlantic Towing were asked to give their estimates on the frequency of slim-jimmying, winching, etc., in order to try to assist in the evaluation of Malton's claim. These figures proved to be inconclusive and the Finance Department arranged a meeting with the Public Works Department to discuss this matter further.
3. On December 5, 1988, A.P.C. Towing sent in a letter (copy attached) concerning their bid showing two scenarios of one week storage in the compound and two week storage in the compound which indicates that A.P.C. Towing would be cheaper than Lyons Auto Body in their opinion.
4. On December 19, 1988, Finance Department arranged a meeting with Public Works Department to review the situation and as a result of that meeting it was concluded that;
 - a) that the Tender should not be awarded;
 - b) that the areas should be revised to two as opposed to three; and
 - c) that each area designated in the Tender should have at least one existing operating compound.

The basic rationale for recommending that the Tender be recalled was as follows:

1(h)
February 23, 1989

COMMENTS - cont'd.

- a) There were no estimated quantities designated in the Tender for the various items making it difficult to determine who was actually the low bidder.
- b) There was no available compound in Area 1 which was certainly contrary to the intent of the Specification that any bidder must operate a compound in the area for which he bids.
- c) It was felt that in the original Tender "Other Charges" such as slim-jimmying, double winching, inflating flat tires, releasing transmission pins, and other incidental charges, should be part and parcel of the towing price as it is just simply too complicated to assess a Tender based on all those additional.
- d) On reviewing the Tender it was felt that an additional item should be added for Release Fee; that is where a vehicle is towed, however, before actually leaving the site the Owner appears and therefore no towing charge is applicable. There were approximately 400 of these incidents in the previous two years according to our Parking Control Section.
- e) A report was subsequently prepared for Council on December 21, 1988, recommending that Tender TW-45-1988 be re-tendered (copy of which is attached) which was adopted by Council January 9, 1989.
- f) Immediately after Council's adoption staff commenced revising the Tender Documents and in this connection discussed the Tender Specifications with Metro Police, Peel Regional Police, as well as the Canadian Towing Society, to obtain their input.
- g) During week of January 23, 1989, Mr. Jack Lyons called Finance Department and expressed his concern about recalling the Tenders and that he

February 23, 1989

COMMENTS - cont'd.

would be in contact with his Solicitor, the Ward Councillor, and the Mayor. On February 1, 1989, (copy attached) a letter was received from Lyons Auto Body in this regard. Also, a letter dated February 7, 1989, was received from Atlantic Auto Body (copy attached). As a result of Lyons Auto Body's letter dated February 1, 1989, a reply was given to Councillor Culham outlining the chronology of events (copy attached). A similar reply was given to Councillor McKechnie on February 8, 1989, dealing with Atlantic Auto Body's letter (copy attached).

- h) Staff has revised the Tender Form showing estimated quantities which we expect through the duration of the Contract and eliminated some of the incidental charges which are to be included in the bid items together with splitting the Tender into two areas only. The revised prices are to be valid from April 1, 1989 to March 31, 1992. This Tender is scheduled to close on March 7, 1989, and as a result of Operations and Works Committee on February 21, 1989, the Tender will be deferred indefinitely, (copy attached).

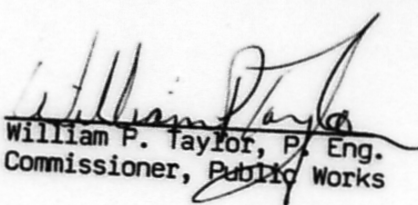
CONCLUSION:

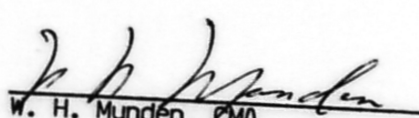
Committee could consider two possible options as follows:

1. Extend the existing 1988 Contract for one year (subject to approval of Lyons and Atlantic) and recall Tenders for the Fall of 1989 with the revised Specifications.
2. Proceed with the existing revised Tenders which are presently on hold with a revised closing date.

RECOMMENDATION:

That the Revised Tender TW-3-1989 which was presently scheduled to close on March 7, 1989, and has been deferred be proceeded with a revised closing date of March 28, 1989.


William P. Taylor, P. Eng.
Commissioner, Public Works


W. H. Munden, CMA
Commissioner of Finance and
Treasurer

AEM:dbw
0550E/167E

CITY OF MISSISSAUGA

1(d)

CLOSING DATE: TUESDAY, OCTOBER 18, 1988
2:00 P.M., E.D.S.T.

TENDER NUMBER: TW -45- 1988

T E N D E R F O R M

Please submit your Tender on this form and in the envelope provided SEALED to the Finance Department, Purchasing and Supply Section, 7th. Floor, 300 City Centre Drive, Mississauga, Ontario, before the above mentioned time and date, and in accordance with the attached Instructions to bidders and Terms and Conditions, for the following:

TOWING SERVICES AND COMPOUND FACILITIES FOR THE PERIOD
JANUARY 1, 1989 TO DECEMBER 31, 1991

Tender Submitted By:

Name of Firm
Address
City/Town.....Postal Code
Signature.....Position.....
Name (Please print).....
Telephone NumberDate.....Terms.....

TENDER FORM

TOWING SERVICES AND COMPOUND FACILITIES FOR THE PERIOD
JANUARY 1, 1989 TO DECEMBER 31, 1991

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	Area #1	Area #2	Area #3
Towing without dolly	\$ _____	\$ _____	\$ _____
Towing with dolly	\$ _____	\$ _____	\$ _____
Winching	\$ _____	\$ _____	\$ _____
<u>Any other charges</u>			
- slim jimmying	\$ _____	\$ _____	\$ _____
- double winching	\$ _____	\$ _____	\$ _____
- inflating flat tires	\$ _____	\$ _____	\$ _____
- releasing transmission pin	\$ _____	\$ _____	\$ _____
- other	\$ _____	\$ _____	\$ _____

Heavy Trucks

- heavy trucks in excess of three tonnes, hourly rate from the time they leave their pound until returning to their pound:

\$ _____ \$ _____ \$ _____

Motorcycles

\$ _____ \$ _____ \$ _____

Compound Storage
cost per 24 hr. period

- Cars	\$ _____	\$ _____	\$ _____
- Trucks	\$ _____	\$ _____	\$ _____
- Motorcycles	\$ _____	\$ _____	\$ _____
- Etc.	\$ _____	\$ _____	\$ _____

- There shall be NO ADDITIONAL charges other than those stated above by the bidding Towing Company.

THE CORPORATION OF THE CITY OF MISSISSAUGA
SPECIAL INSTRUCTIONS TO BIDDERS

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1. For the purpose of this contract the City of Mississauga has been divided into three areas as specified below:

Area #1

Bounded on the north by the Queen Elizabeth Way, on the east by the City boundary, on the west by the City boundary, on the south by Lake Ontario.

Area #2

Bounded on the north by Eglinton Avenue, on the east by the City boundary, on the west by the City boundary, on the south by the Queen Elizabeth Way.

Area #3

Bounded on the north by the City boundary, on the east by the City boundary, on the west by the City boundary, on the south by Eglinton Avenue.

2. This tender shall be awarded on the basis of one (1) towing company to service one of the areas as specified. The City reserves the right to deviate from this policy under the following conditions:
 - a) The vehicle to be towed is beyond the capacity of the towing company servicing that specific area.
 - b) The towing company in the specific area cannot/does not respond within the stipulated response time.
 - c) Any extenuating circumstances which the City feels are reasonable to utilize an alternative company.
3. This service shall be required on a 24 hour basis, seven (7) days a week (including holidays).
4. The successful bidders shall respond within twenty minutes to a call for towing service, and shall be responsible for the vehicle from its point of origin to the compound, and further until ultimate disposal has been completed. The compound operator will release vehicles at any time after being reimbursed by the Owner or after alternative arrangements have been made.
5. All bidders must operate compounds within the City of Mississauga and in the area for which a bid is being submitted, and must conform to any Federal, Provincial, Regional and Municipal by-laws, licensing requirements etc.
6. The City accepts responsibility for contacting the registered owner and liaising with the respective towing company.

7. The successful bidder shall keep up to date records of all vehicles towed, such records to be available upon request by the City.
8. INSURANCE:
The successful bidders shall provide proof of insurance on all vehicles being used as part of this contract, with an "all inclusive policy" covering liability, property damage and personal injury in the amount of two million dollars (\$2,000,000.00) and shall supply the City with a "Certificate of Insurance" as proof of this insurance.
9. COMPOUND:
 - a) SPECIFY ADDRESS OF COMPOUND _____

 - b) Shall be lockable.
 - c) Shall be of sufficient size to secure a minimum of fifty (50) vehicles.
 - d) Shall be located in the area tendered.
10. VEHICLE:
 - a) SPECIFY ANY CLASS OF VEHICLE WHICH YOU ARE UNABLE TO TOW

 - b) There are no limitations to the range of vehicles covered by this service, however, it is estimated that 90% of the vehicles to be towed will be cars.
 - c) Vehicles termed as "derelict" by the City shall be included in this tender, and when on City property removed at no cost to the City.
 - d) "Low-Level" tow truck will be required for removing vehicles from areas that have height restrictions (i.e., Underground parking lots).
11. CHARGES:
 - a) Shall be proposed on a "fixed charge" basis. No mileage, or any other additional charges shall be accepted unless a towing company is requested to travel outside the designated area - at which time the charge(s) shall be agreed by the City (Parking Control Section).

Special Instructions (continued)

- 1(d)
- b) The successful bidders shall collect towing and compound storage fees from the owners of the vehicles, and shall have no claim against the Corporation of the City of Mississauga, or any of its agents or employees, for charges for services performed, or for any loss or damage which the bidder may incur.
 - c) The tendered prices must be posted in a conspicuous place in the office of the bidders place of business and in the compound.
12. All enquires concerning this tender should be referred to Mr. R. Little, Parking Control Section, at 896-5678.
13. Lowest or any tender not necessarily accepted.



THE CORPORATION OF THE CITY OF MISSISSAUGA

FINANCE DEPARTMENT

STANDARD TENDER & CONTRACT - TERMS & CONDITIONS

SCOPE:

These Standard Tender & Contract Terms and Conditions form a part of each Tender, Proposal and Contract and apply in like force to contracts for the purchase of materials, supplies, equipment and services.

All tenders issued by the City will bind tenderers to the terms and conditions herein set forth, except as specifically qualified in Special Tender and Contract Terms and Conditions issued in connection with any individual Tender.

DEFINITIONS:

As used herein as well as in all specifications, tenders, awards, contracts, etc., issued by the City, the following definitions shall apply, unless otherwise indicated:

- CITY: The Corporation of the City of Mississauga.
- SECTION: The Purchasing and Supply Section of the FINANCE Department City of Mississauga.
- AGENCY: Any City Department.
- TENDERER: Any Individual, Firm, Company, or Corporation submitting proposals on tenders issued by the City.
- TENDER: The documents comprising an invitation to tender for furnishing commodities or services.
- PROPOSAL: The offer of a tenderer to furnish commodities or services in response to a tender.
- CONTRACT: The acceptance by the City of a proposal by a tenderer to furnish commodities or services.
- CONTRACTOR: Any Individual, Firm, Company or Corporation whom a contract is awarded against a proposal submitted.

ANY ALLEGED ORAL AGREEMENT OR ARRANGEMENT MADE BY A TENDERER OR CONTRACTOR WITH ANY AGENCY OR AN EMPLOYEE OF THE SECTION WILL BE DISREGARDED.

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1. SUBMISSION OF PROPOSAL:

- 1.1 Proposals must be submitted on and in accordance with forms supplied by the Section. Telephone or telegraphic proposals will not be accepted. Proposals must be typewritten or otherwise completed in ink.
- 1.2 Proposals must be SEALED in envelopes supplied by the Section. Proposals must be addressed to the Purchasing and Supply Office of the City of Mississauga, and proposal envelopes must clearly indicate the contents. The time and date until which proposals will be received is given in each Tender issue.
- 1.3 Tenderers are cautioned to verify their proposals before submission. Proposals received by the City later than the time and date specified, cannot be considered. This applies to proposals sent by mail and proposals delivered in person.
- 1.4 All information required in tender forms in connection with each item against which a proposal is submitted must be given to constitute a valid proposal.
- 1.5 Proposals may be submitted for all or any part of total quantities or for any or all requirements listed in the tender, unless otherwise specifically indicated.
- 1.6 Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer, brand, make or catalogue designation in specifying an item does not restrict tenders to that manufacturer, brand, make or catalogue designation identification. This is used simply to indicate the character, quality and/or performance equivalent of the commodity desired, but the commodity on which proposals are submitted must be of such character, quality and/or performance equivalent that it will serve the purpose for which it is to be used equally as well as that specified. In submitting a proposal on a commodity other than as specified, the Tenderer must furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the City. If the Tenderer does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the Tenderer proposes to furnish the exact commodity as described in the tender.
- 1.7 If the Tenderer proposes to furnish any item of a foreign make or product, he shall write the word "Foreign" together with the name of the country or origin opposite such item on the proposal. All items not so designated will be considered to be of domestic origin.

- 1.8 The City is subject to payment of sales and excise taxes imposed by the Federal and Provincial Governments and such taxes must be included in proposal prices shown separately unless otherwise specifically indicated in the tender.
- 1.9 Prices indicated shall be F.O.B. Destination, Mississauga, unless otherwise noted on the tender form.
- 1.10 In the event of any discrepancy between the unit price and the extension, the unit price shall govern.
- 1.11 Tenderer declares that the proposal is NOT made in connection with any other Tenderer submitting a proposal for the same commodity (ies) and is in all respects fair and without collusion or fraud.
- 1.12 All proposals will be opened and read publicly. Tenderers may be present or be represented at all openings.
- 1.13 Performance surety binding the Contractor faithfully to fulfill the obligations of his proposal as accepted, may be required. Such surety, when requested, shall be submitted in the form of a performance bond satisfactory to the City or certified cheque within seven (7) days from date of request.
- 1.14 Complete all blank spaces on the tender form ensuring that all changes, or other modifications are initialled by the signing authority. Failure to comply with the above terms may render the tender invalid.

2. SAMPLES

- 2.1 All specifications are minimum standards and accepted proposal samples do not supersede specifications for quality unless proposal sample is superior, in which case deliveries must have the same identity and quality as the accepted proposal sample.
- 2.2 Samples, when required, must be submitted strictly in accordance with instructions; otherwise proposal may not be considered. If samples are requested subsequent to opening of proposals, they shall be delivered within three (3) working days following request unless additional time is granted. Samples must be furnished free of charge and must be accompanied by descriptive memorandum. Invoices indicating if the Tenderer desires their return, provided they have not been used or made useless by tests. Samples may be held for comparison with deliveries. Samples will be returned at the Tenderer's risk and subject to his expense.

1/11

- 2.3 When the tender indicates that an item to be purchased is to be equivalent to a sample, such samples will be on display in the Section, unless another location is specified. Failure on the part of the Tenderer to examine sample shall not entitle him to any relief from the conditions imposed by the tender.

3. AWARD:

- 3.1 The City reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the tender, and to award contracts to one or more tenderers submitting identical proposals as to price; to reject any and all proposals in whole or in part; to waive technical defects, irregularities and omissions if, in so doing, the best interests of the City will be served.
- 3.2 The City reserves the right to make awards within thirty (30) days from the date proposals are opened, unless otherwise specified in the tender, during which period proposals shall not be withdrawn unless the Tenderer distinctly states in his proposal that acceptance thereof must be made in a shorter specified time.
- 3.3 A Tenderer must be prepared, if requested, to present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in the tender.
- 3.4 Other things being equal, preference will be given to resident tenderers of the City and to commodities produced or manufactured in the City.
- 3.5 Cash discount may be offered by the Tenderer for prompt payment of invoices, but such cash discount will not be taken into consideration in determining low tenderers unless such discount is based on payment of invoice not less than twenty (20) days after satisfactory delivery and/or receipt of satisfactory invoice, whichever is later.

4. CONTRACT:

- 4.1 Each proposal will be received with the understanding that the acceptance in writing by the City of the offer to furnish all or any part of the commodities described therein shall constitute a contract between the Tenderer and the City, which shall bind the Tenderer on his part to furnish and deliver the commodities at the prices given and in accordance with conditions of said accepted proposal and specification and STANDARD TENDER AND CONTRACT TERMS AND CONDITIONS FORM, and the City on its part to take delivery of and pay for the commodities at the contract prices.

- 4.2 No alterations or variations of the terms of the contract shall be valid or binding upon the City unless authorized in writing.
- 4.3 It is mutually agreed and understood that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm, company or corporation without the previous written consent of the City.
- 4.4 The placing in the mail to the address given in his proposal or delivery of a notice of award to a Tenderer will constitute notice of acceptance of contract. When so requested by the City the Contractor shall execute a formal contract with the City for the complete performance specified therein.
- 4.5 The contract may be cancelled by the City upon non-performance of contract terms or failure of the Contractor to furnish satisfactory performance surety within (7) seven days from date of request.
- 4.6 Failure of a Contractor to deliver within the time specified or within reasonable time as interpreted by the City, or failure to make replacements of rejected commodities when so requested, will constitute authority for the City to purchase in the open market to replace the commodities rejected or not delivered. The City reserves the right to authorize immediate purchases in the open market against rejections on any contract when necessary. On all such purchases, the Contractor agrees to promptly reimburse the City for excess costs occasioned by such purchases. Such purchases will be deducted from contract quantities. However should public necessity demand it, the City reserves the right to use or consume commodities which are substandard in quality, subject to an adjustment in price to be determined by the City.
- 4.7 When commodities are rejected, same must be removed by the Contractor from the premises of the City within five (5) days after notification unless public health and safety require immediate destruction or other disposal of such rejected delivery in which case the City may take such action as it deems necessary. Rejected items left longer than five (5) days will be considered as abandoned and the City shall have the right to dispose of them as its own property.
- 4.8 The City reserves the right to remove from eligibility to submit proposals for an indeterminate period, the name of any Tenderer for failure to accept contract, or the name of any Contractor for unsatisfactory performance of contract.

1(m)

5. CONTRACT GUARANTEE:

5.1 Contractor hereby covenants and agrees:

- (a) To perform contract in accordance with the specifications and proposal underwhich the contract is awarded.
- (b) To save the City, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee or licensee.
- (c) To guarantee his products against defective material or workmanship and to repair or replace any damage or marring occasioned in transit. This guarantee to be in writing with his submission stating period of guarantee.
- (d) To furnish adequate protection from damage for all work and to repair damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or the work of other contractors.
- (e) To pay for all permits, licenses and fees, and to give all notices and comply with all by-laws and regulations of the City.
- (f) To carry such insurance as may be required by the City, and to furnish satisfactory proof thereof when required by the City.

6. DELIVERY

- 6.1 Any equipment delivered must be standard new equipment of the latest model except as otherwise specifically stated in the tender. Where any part or nominal appurtenances of equipment is not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
- 6.2 Materials and supplies must be new items except as otherwise specifically stated in the tender.
- 6.3 Delivery must be made as ordered and in accordance with the proposal. If no delivery instructions appear on an order it will be interpreted to mean prompt delivery. Burden of proof of delay in receipt of order shall rest with the Contractor.

1101

- 6.4 Commodities shall be securely and properly packed for shipment according to accepted standard commercial practice, without extra charge for packing materials or containers, the containers to remain the property of the City unless otherwise stated in the tender or proposal.
- 6.5 Where materials are furnished for a specified price per unit of weight, the City reserves the right to require such materials to be weighed on scales designated by it, in which case payment shall be made on the basis of the net weight of the materials furnished.

7. INSPECTIONS & TESTS:

- 7.1 The inspection of all commodities and the making of chemical and physical tests to determine whether or not the specifications are being complied with shall be made in the manner prescribed by the City.
- 7.2 Any item which fails in any way to meet the terms of the contract is subject to rejection or to be paid for on an adjusted price basis. The decision of the City shall be final.

8. PAYMENT:

- 8.1 Where there is a question of non-performance involved, payment in whole or in part against which to charge back any adjustment required, will be withheld. In the event cash discount is involved, the withholding of payment as provided herein shall not deprive the City from taking such discount.
- 8.2 All charges against a Contractor shall be deducted from current obligations that are due or may become due. In the event that collection is not made in this manner the Contractor shall pay the City, on demand, the amount of such charges.

1 (p)

9. SAVING CLAUSE:

- 9.1 It is understood and agreed that the Contractor shall not be held liable for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other cause not within the control of the Contractor and which by the exercise of reasonable diligence, the Contractor is unable to prevent. Should the performance of any contract be delayed or prevented as herein set forth, the contractor agrees to give immediate written notice and explanation of the cause and probable duration of any such delay.

SUMMARY: TW - 45 - 1988

NOTE: No bids received against Area #1.

	AREA #2		AREA #3	
	Lyons Auto Body	A.P.C. Towing	Malton Towing	Atlantic Towing
Towing without dolly	\$20.00	\$28.00	\$20.00	\$20.00
Towing with dolly	40.00	44.00	30.00	30.00
Winching	10.00	15.00	10.00	10.00
Slim Jimmying	15.00	10.00	6.00	10.00
Double Winching	10.00	35.00	20.00	N/C
Inflating Flat Tires	15.00	10.00	7.00	N/C
Release Trans. Pin	10.00	15.00	8.00	N/C
Other	10.00	-	-	N/C
Heavy Truck	55.00/hr.	55.00/hr.	60.00/hr.	60.00/hr.
Motorcycles	25.00	30.00	25.00	20.00 *
Storage - Cars	10.00	7.00	4.00	5.00
(per 24 hrs) - Trucks	10.00	10.00	7.00	8.00
- Motorcycles	5.00	5.00	3.00	5.00
- Others	-	7.00	7.00	10.00

* - Plus \$15.00 for special trailer

1/2

AD
COVERY CO INC

CITY OF MISSISSAUGA PURCHASING AND SUPPLY	
RECEIVED	
DEC 8 1988	
DEPT.	
SECRETARY	
R. D. HARRIS	
C. CHAFFELL	✓
M. PERRELL	
R. J. MacNEIL	
CENTRAL STORIS	
TRANSIT	

RECEIVED	
REGISTRY	
DATE	DEC 08 1988
FILE No	
CLERK'S DEPARTMENT	

December 5th, 1988

Dear Sir or Madam:

RE: Towing and Storage Tender Parking Control
The City of Mississauga

I would like the Towing Tender facts and statistics reviewed, show that not necessarily the cheaper tow is the better way to handle the tow.

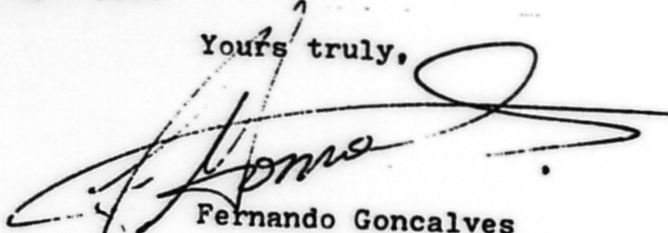
It is apparent that 45% of the cars built in the past six years and 80% of the cars built in the past three years require a special type of wheel lift towing equipment, and the existing tow companies now towing for The City of Mississauga only have one wheel lift each while we offer more than one.

Damage that is done by a sling-type tow truck sometimes takes a long time to detect.

Pulling transmission pins, airbomb and unlocking doors have no bearing on contract because once a car is lifted from the front wheels and a set of dollies are put under the rear wheels, the car is totally off the ground and can be towed anywhere.

It is my belief that the public would rather incur a larger tow bill than a damaged car.

Yours truly,


Fernando Goncalves

P.O. BOX 601, STREESVILLE MISSISSAUGA, ONTARIO L5M 2C1 (416) 858-9053

162
TOWING
STORAGE & RECOVERY CO INC

RE: Towing Tender
City of Mississauga

It takes one to two weeks for Parking Control to notify car owners that their cars have been towed.

Area Two

A.P.C. Towing

\$ 28.00
16.00
\$ 7.00
7.00
7.00
7.00
7.00
7.00
7.00
7.00
\$ 93.00
7.00
7.00
7.00
7.00
7.00
7.00
7.00
\$142.00

Towing
Dollies
Storage per Day
\$49.00 per week
\$70.00 per week
-----1st Week-----
-----2nd Week-----

Lyons Auto Body

\$ 20.00
20.00
\$ 10.00
10.00
10.00
10.00
10.00
10.00
10.00
10.00
10.00
10.00
10.00
10.00
10.00
10.00
10.00
\$180.00

P.O. BOX 601, STREESVILLE MISSISSAUGA, ONTARIO L5M 2C1 (416) 858-9053



Corporate Report

Received by
Clerk's Dept

Clerk's Files

Originator's
Files

1 (K1)

DATE: December 21, 1988
TO: THE MAYOR AND MEMBERS OF COUNCIL
FROM: W. H. Munden, CMA, Commissioner of Finance and Treasurer
SUBJECT: Tender TW-45-1988 - Towing Services
and Compound Facilities for the period
January 1, 1989 to December 31, 1991

ORIGIN: Public Works Department (Parking Control)

COMMENTS:

This Tender was issued to cover the towing of illegally parked vehicles as determined by Parking Control. To accommodate this requirement the City was divided into three areas and while bids were received from Lyons Auto Body and A.P.C. Towing for Area #2, and from Malton Towing and Atlantic Towing for Area #3, no bids were received against Area #1. It would appear that no towing company has compound storage facilities in that area (South of QEW).

It is also noted that prospective towing companies would benefit by the provision of estimated numbers of tows and special services to enable a more cost effective bid to be calculated, and also to make them aware of the analysis parameters.

In summary, it is suggested that we re-tender this requirement with the City divided into two areas only, and that the activity based on the past three years be included as additional information to prospective bidders.

CONCLUSION:

Tender TW-45-1988 was ineffective and should be re-tendered with the City divided into two areas only, and the information to bidders include estimated activity levels based on the previous three years.

December 21, 1988

RECOMMENDATION: That Tender TW-45-1988 for Towing Services and Compound Facilities for the period January 1, 1989 to December 31, 1991 not be awarded at this time as no bids were received against Area #1 (South of QEW).

That the requirement be re-tendered as soon as revised Specifications and Information to Bidders are available.

W. H. Munden

W. H. Munden, CMA, Commissioner of Finance and Treasurer

ORIGINAL SIGNED BY

W. P. Taylor, P.Eng., Commissioner of Public Works

CC/pr
Encl.
bcc: D.A. Lychak
cc: W.P. Taylor
W. H. Munden
cc: W. H. Munden
bcc: F.J. McKechnie

DOC. 8992T/0543T
w/attach.

LYONS AUTO BODY LTD.

1020 BURNHAMTHORPE RD. W. MISSISSAUGA, ONT. L5C 2S4 TEL. 277-1456

February 1, 1989.

Mr David Culham,
Councillor.

Dear Sir:

I would like to draw to your attention a problem I have with the City's Parking Control Contract. Lyons Auto Body Ltd bid on the towing contract Tender #HTW-45-88, a copy is enclosed. The closing date on this contract was October 18, 1988. On or about October 25, 1988, Mr R. Little, Supervisor of Parking Control, visited my office and advised me that we were low bidder and that we had the contract in Area (2). He asked if I was willing to change the boundaries and area of the contract, as they did not have a bidder in Area (1). Mr Little also advised me that Atlantic Towing was the low bidder in Area (3), and that they had the contract; but was going to ask Ivan Tolfa if he was willing to change his boundaries so he could look after the other half of Area (1). I telephoned Ivan Tolfa, and he agreed. Mr Little advised me that he was acting under instructions from Mr Colin Chappell.

On or about the 27th of November 1988, I returned a telephone message to Mr Chappell in your Purchasing Department. He advised me that we had the Contract for Area (2). Further from Mr Chappell, he stated that he had received a complaint from Malton Towing regarding the bid submitted by Atlantic Towing in Area (3). He asked several questions as to the number of times we performed extra services, such as dolly wheels, slimjimmying, winching etc. He advised me that Malton Towing had made a mistake in submitting their bid and were making complaints.

On or about January 26, 1989, some three months after the contract was submitted, I received a telephone call from a Mr Donnie Cruse, advising me that he had received a letter and a copy of a new contract as the City was rebidding the Contract. He subsequently visited me and gave me a copy of the letter and of the Contract on January 27, 1989. Copies of the letter and the Contract are enclosed.

I then called Mr Chappell and he advised me that they were indeed going to re-bid the Contract. In my conversation with Mr Chappell, and I quote him "It was one of our illustrious councillors that started the ball rolling". When I asked who this illustrious councillor was, he said "Mr Frank McKechnie", councillor for the Malton area. Due to complaints brought to him from John Canning, the owner of Malton Towing and who was high bidder in Area (3).

(Cont'd)

16m
LYONS AUTO BODY LTD.

1020 BURNHAMTHORPE RD. W. MISSISSAUGA, ONT. L5C 2S4 TEL. 277-1458

The tendering contract #TW-45-88 was not flawed. Since January 1, 1989 Lyons Auto Body Ltd, under verbal advisement is presently working and fulfilling all terms specified for towing services and compound services in Area (2) and in addition a portion of Area (1) as agreed and understood by Mr Little and Mr Chappell.

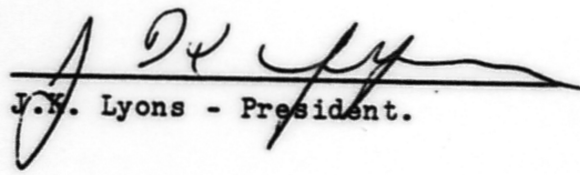
We have purchased three new tow trucks at an expenditure of some \$75,000.00 on the verbal understanding that we have the Contract for Area (2).

Formal documentation awarding Lyons Auto Body Ltd Area (2), RE: #TW-45-88 and an agreement to cover a portion of Area (1) under the same terms and conditions would be acceptable and make unnecessary, the re-bidding of the aforementioned Tender for Towing and Compound Services.

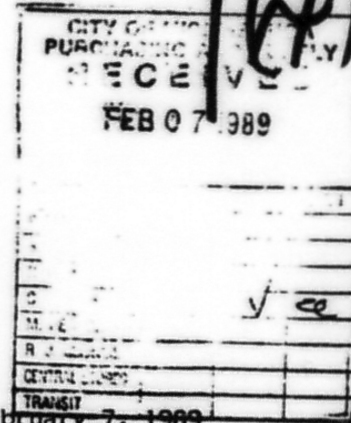
I am available at your convenience to discuss this matter if additional details are required.

Yours truly,

LYONS AUTO BODY LTD


J.K. Lyons - President.

c.c. Mayor Hazel McCallion
Mr R. Little
Mr Ivan Tolfa
Mr Colin Chappell



6121 Atlantic Drive, Mississauga, Ontario L5T 1N7 (416) 678-6490 / 6491 / 6494 / 6495

167

..... cont'd

2

It was clearly understood by Mr. Tolfa and Mr. Lyons that this third area would be divided up for them and disbursed accordingly.

When Mr. Little left our office, he said that he would return with the signed contracts shortly.

This contract was to be in effect January 1, 1989, but as of yet is to be received by our company.

Towards the middle of January, Mr. Tolfa called Mr. Little to inquire about the contract, but he was on vacation. Mr Tolfa called again towards the end of January and was successful in reaching him. In their conversation about this towing contract Mr. Little stated that Malton Towing has complained. They believe that with their new equipment, that they can perform under this contract for a lesser rate than the ones that we have tendered. As it was previously stated in my letter, these tenders were not opened or read to the public. We feel that an explanation is due, as these tenders were received and handled in a confidential manner at the time which Mr. Tolfa attended.

On January 30, 1989 Mr. Tolfa called Frank McKechnie and inquired if he may have any knowledge on what may be taking place with these contracts. Mr. McKechnie was surprised and said that he was sure that we were awarded the contract especially since we have served the City of Mississauga for over 13 years. Mr. McKechnie informed Mr. Tolfa that he would check into this matter and call him back.

That afternoon Mr. McKechnie called back and spoke to Ivan. He stated that he inquired on this matter to Colin Chappell. Mr. Chappell told Frank McKechnie that this contract was to be re-tendered.

.....cont'd

1(3)

.....cont;d

I asked Mr. McKechnie why this was to be re-tendered and he did not have a response for me, but did say that he would get back to me with an explanation. To date I have not heard from him on this matter.

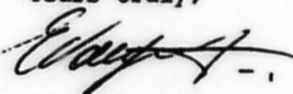
We feel that perhaps if we could meet with the purchasing and supply department that handles these tenders and contracts, or if perhaps our tender was improperly completed, or overcharged, or if any queries have arisen regarding our tender, we would like the opportunity to offer any explanations to any of the questions that may arise.

Atlantic Auto Body having had the faith that this contract was awarded to them, has incurred expenses for improving their towing operations for the City of Mississauga, such as, more qualified staff, training of employees and updating of equipment.

Incidentally, we have had the opportunity in the very recent past to pick up vehicles from Malton Towing, for customers that had requested us to do so, so that they could have their vehicles repaired at our shop. Attached please find photo copies of Malton Towing invoices for their services rendered for these jobs. Their rates, we feel are quite rich considering the small distance they went to acquire these calls.

Trusting that this matter will be looked into, and that we will receive explanations for our requests, we remain

Yours truly,



Ivan Tolfa
PRESIDENT

c.c. Frank McKechnie

✓ c.c. Colin Chappell

c.c. Bob Little

c.c. Hazel McCallion

1604
Memorandum



To Councillor David Culham
Dept Ward 6

From W. H. Munden, CMA
Dept Commissioner of Finance & Treasurer

February 6, 1989

Subject: Letter dated February 1, 1989
from Lyons Auto Body Ltd.

COMMENTS: Attached is a chronology of the key events of Tender TW-45-1988, together with copies of the report to Council dated December 21, 1988.

As a brief overview of this situation, it is noted that the Towing Services involved have been tendered for many years; however, Tender TW-45-1988 incorporated two significant changes:

- a) Mississauga was divided into 3 areas - past tenders have been based on Mississauga being split into two areas; however, the workload was such that service to the Southern part of the City was less than in other areas. A third area, being QEW to the Lakeshore, was, therefore, specified with the expectation that one towing company responsible for that area alone would improve the level of service.
- b) Towing service requirements were expanded to include additional costs, i.e., winching, slim-jimmying, etc. Historically we have called Tenders based on basic towing charges only with/without dollies; however, since Parking Control have been receiving calls regarding additional charges for various special services it was decided to incorporate them into the new Tender and therefore have committed costs.

Unfortunately, no bids were received against the QEW - Lakeshore area (Area #1) - and Malton Towing claimed that Atlantic's "No Charge" bid against winching, etc., was not as attractive as it would seem, due to their high slim-jimmying charge and their higher compound storage fees. Both Lyons and Atlantic (being current contractors) were asked to provide information concerning the frequency of the various "special services" and it evolved that there were so many variables (i.e., tow truck driver discretion and/or preference, circumstances of tow, etc.) that Tender TW-45-1988 could not be accurately analyzed.

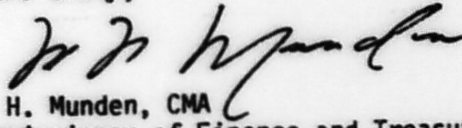
- 2 -

1 (J.H.)

Since Council's adoption of our report (at their meeting on January 9, 1989) we have requested input into a revised Tender from Peel Regional Police, Metro Police and the Canadian Towing Society.

Should any further information be required, please do not hesitate to contact the undersigned.

Yours truly,



W. H. Munden, CMA
Commissioner of Finance and Treasurer

CC/pr
Encl.

cc: Mayor Hazel McCallion
R. Little
Colin Chappell
D. A. Lychak
W. P. Taylor

DOC. 9072T/0579T
c/w attachment

11/6/89
TENDER TW - 45 - 1988

CHRONOLOGY OF EVENTS

- Oct. 18/88 Tender closed.
- Oct. 20/88 Preliminary analysis of bids leaned towards recommending Lyons for Area #2 and Atlantic for Area #3. As no bids were received against Area #1, both companies were asked if they would be prepared to split Area #1 between them.
- Oct. 31/88 Malton Towing (who bid against Atlantic for Area #3) requested breakdown of Atlantic's bid and generally claimed that if other aspects of towing were considered, their bid would be low.
- Nov. 1988 In order to evaluate Malton's claim, both Lyons and Atlantic (being current contractors) were asked to provide approximate frequencies of slim-jimmying, winching, etc. While the figures provided were inconclusive, a meeting was arranged with the Public Works Department to discuss the matter further.
- Dec. 19/88 Meeting with Public Works Department -
- a) Recommend non-award of Tender;
 - b) Re-align boundaries so that all areas can be bid;
 - c) Revise specifications so that all prospective bidders are aware of potential workload and understand analysis parameters.
- Jan. 9/89 Council adopted report.

1 (dd)

Councillor Frank McKechnie
Ward 5

W. H. Menden, CMA
Commissioner of Finance & Treasurer

February 8, 1989

SUBJECT: Letter dated February 7, 1989
from Atlantic Auto Body

COMMENTS: Mr. Tolfa's opening paragraph is rather puzzling as the particular tender in question (TW-45-1988) was opened on Tuesday, October 18, 1988 at a Public Tender Opening. The envelopes were opened by Mr. Len McGillivray (Deputy Clerk), witnessed by Mr. Bob Hasted (Purchasing Manager), and it would appear that no one present identified themselves as being from a towing company.

Due to the number of individual costs involved, the information read out consisted of the name of the bidding company together with the area on which they bid. As is usual in these circumstances, a breakdown of the bid is available, if requested, but in this instance no request was apparently made.

With regard to the balance of his letter, we have attached a chronology of the key events of Tender TW-45-1988, together with copies of the report to Council dated December 21, 1988.

As a brief overview of this situation, it is noted that the Towing Services involved have been tendered for many years; however, Tender TW-45-1988 incorporated two significant changes:

*Previous tender
TB-2-1986*

*(TB-1-1981; TB-1-1982 &
TB-2-1984 were "3 areas")*

a) Mississauga was divided into 3 areas - ~~past tenders~~ have been based on Mississauga being ~~split into two~~ areas; however, the workload was such that service to the Southern part of the City was less than in other areas. A third area, being QEW to the Lakeshore, was, therefore, specified with the expectation that one towing company responsible for that area alone would improve the level of service.

b) Towing service requirements were expanded to include additional costs, i.e., winching, slim-jimmying, etc. Historically we have called Tenders based on basic towing charges only with/without dollies; however, since Parking Control have been receiving calls regarding additional charges for various special services it was decided to incorporate them into the new Tender and therefore have committed costs.

1(22)

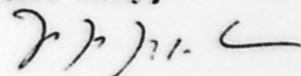
- 2 -

Unfortunately, no bids were received against the QEW - Lakeshore area (Area #1) - and Malton Towing claimed that Atlantic's "No Charge" bid against winching, etc., was not as attractive as it would seem, due to their high slim-jimmying charge and their higher compound storage fees. Both Lyons and Atlantic (being current contractors) were asked to provide information concerning the frequency of the various "special services" and it evolved that there were so many variables (i.e., tow truck driver discretion and/or preference, circumstances of tow, etc.) that Tender TW-45-1988 could not be accurately analyzed.

Since Council's adoption of our report (at their meeting on January 9, 1989) we have requested input into a revised Tender from Peel Regional Police, Metro Police and the Canadian Towing Society.

Should any further information be required, please do not hesitate to contact the undersigned.

Yours truly,



W. H. Munden, CMA
Commissioner of Finance and Treasurer

CC/pr
Encl.

cc: Mayor Hazel McCallion
R. Little
Colin Chappell
D. A. Lychak
W. P. Taylor

Sec: W. H. MUNDEN

DOC. 9072T Pg.4,5,6/C579T
c/w attachment

144

TENDER TW - 45 - 1988

CHRONOLOGY OF EVENTS

- Oct. 18/88 Tender closed.
- Oct. 20/88 Preliminary analysis of bids leaned towards recommending Lyons for Area #2 and Atlantic for Area #3. As no bids were received against Area #1, both companies were asked if they would be prepared to split Area #1 between them.
- Oct. 31/88 Malton Towing (who bid against Atlantic for Area #3) requested breakdown of Atlantic's bid and generally claimed that if other aspects of towing were considered, their bid would be low.
- Nov. 1988 In order to evaluate Malton's claim, both Lyons and Atlantic (being current contractors) were asked to provide approximate frequencies of slim-jimmying, winching, etc. While the figures provided were inconclusive, a meeting was arranged with the Public Works Department to discuss the matter further.
- Dec. 19/88 Meeting with Public Works Department -
- a) Recommend non-award of Tender;
 - b) Re-align boundaries so that all areas can be bid;
 - c) Revise specifications so that all prospective bidders are aware of potential workload and understand analysis parameters.
- Jan. 9/89 Council adopted report.

1164

CITY OF MISSISSAUGA

CLOSING DATE: TUESDAY, MARCH 7, 1989
2:00 P.M., E.S.T.

TENDER NUMBER: TW -3- 1989

TENDER FORM

Please submit your Tender on this form and in the envelope provided SEALED to the Finance Department, Purchasing and Supply Section, 7th. Floor, 300 City Centre Drive, Mississauga, Ontario, before the above mentioned time and date, and in accordance with the attached Tender Form, Special Instructions to bidders and Standard Terms and Conditions, for the following:

TOWING SERVICES AND COMPOUND FACILITIES FOR THE PERIOD
APRIL 1, 1989 TO MARCH 31, 1992

Total Cost for Area #1 \$ _____

Total Cost for Area #2 \$ _____

Tender Submitted By:

Name of Firm

Address

City/Town.....Postal Code

Signature.....Position.....

Name (Please print).....

Telephone NumberDate.....Terms.....

CITY OF MISSISSAUGA

TENDER FORM

1221

Page 2 of 7
Tender No: TW -3- 1989

Area #1 This area generally constitutes the south west sector of the City of Mississauga, south of the "401", easterly to the "403", "403" south to Cawthra Road, Cawthra Road south to the "QEW", "QEW" east to the City Boundary. Cawthra Road is included in this area. Boundary lines are "hi-lighted" on the attached map (page 7).

Estimated Quantity	Service	Unit Cost	Total Cost
4050 ea	Tow without dolly (includes slim jimmying if necessary)	\$_____ea	\$_____
700 ea	Tow with dolly	\$_____ea	\$_____
400 ea	Winching	\$_____ea	\$_____
200 hrs	Heavy trucks/trailers (3 Tonnes +)	\$_____hr	\$_____
400	Release Fee	\$_____ea	\$_____

(NOTE: The above services are to be flat rate charges with no additional costs permitted)

Compound Storage per 24hr. period (day)

4750	Cars	\$_____/day	\$_____
100	Trucks/Trailers	\$_____/day	\$_____

Total Cost for Area #1

\$_____

(Please transfer to front page)

1612

THE CORPORATION OF THE CITY OF MISSISSAUGA
TENDER FORM

Page 3 of 7
Tender No: TW -3- 1989

Area #2 This area generally constitutes the north east sector of the City of Mississauga, North of the "401" easterly to the "403", "403" south to Cawthra Road, Cawthra Road south to the "QEW", "QEW" east to the City Boundary. Cawthra Road is NOT included in this area. Boundary lines are "hi-lighted " on the attached map (page 7).

Estimated Quantity	Service	Unit Cost	Total Cost
4050 ea	Tow without dolly (includes slim jimmying if necessary)	\$_____ea	\$_____
700 ea	Tow with dolly	\$_____ea	\$_____
400 ea	Winching	\$_____ea	\$_____
200 hrs	Heavy trucks/trailers (3 Tonnes +)	\$_____hr	\$_____
400	Release Fee	\$_____ea	\$_____

(NOTE: The above services are to be flat rate charges with no additional costs permitted)

Compound Storage per 24hr. period (day)

4750	Cars	\$_____/day	\$_____
100	Trucks/Trailers	\$_____/day	\$_____

Total Cost for Area #1

\$_____
(Please transfer to front page)

THE CORPORATION OF THE CITY OF MISSISSAUGA
SPECIAL INSTRUCTIONS TO BIDDERS

147

Page 4 of 7
Tender No: TW -3- 1989

1. For the purpose of this contract the City of Mississauga has been divided into two areas as shown on attached map (page 7). It should be noted that Cawthra Road is to be considered part of Area #1.
2. All bidders should note that the estimated quantities shown on the Tender Forms for Areas 1 & 2 are based on actual activity 1986 - 1988 inclusive. However, due to boundary changes and the development of the City of Mississauga the total activity figures have been split evenly between the two areas although one area may be more active than the other.

All estimated quantities are for guidance only and will be used for the purpose of bid analysis. They are not to be interpreted as any form of minimum commitment by the City of Mississauga.
3. This tender shall be awarded on the basis of one (1) towing company to service one of the areas as specified. The City reserves the right to deviate from this policy under the following conditions:
 - a) The vehicle to be towed is beyond the capacity of the towing company servicing that specific area.
 - b) The towing company in the specific area cannot/does not respond within the stipulated response time.
 - c) Any extenuating circumstances which the City feels are reasonable to utilize an alternative company.
4. This service shall be required on a 24 hour basis, seven (7) days a week (including holidays).
5. The successful bidders shall respond within thirty minutes to a call for towing service, and shall be responsible for the vehicle from its point of origin to the compound, and further until ultimate disposal has been completed. The compound operator will release vehicles at any time after being reimbursed by the Owner or after alternative arrangements have been made.

146h1

THE CORPORATION OF THE CITY OF MISSISSAUGA

Special Instructions (continued)

Page 5 of 7
Tender No: TW -3- 1989

6. All bidders must operate compounds within the City of Mississauga and in the area for which a bid is being submitted, and must conform to any Federal, Provincial, Regional and Municipal by-laws, licensing requirements etc. It should be noted that any contract resulting from this Tender will be valid only for the Compound Storage Area as noted per item 10. Any change in the location of the Compound Storage Area may result in cancellation of contract. In the event that the compound area is the subject of a lease agreement, bidders may be requested to provide evidence that the lease agreement covers the entire contract period.
7. The City accepts responsibility for contacting the registered owner and liaising with the respective towing company.
8. The successful bidder shall keep up to date records of all vehicles towed, such records to be available to the City upon request.
9. INSURANCE:
The successful bidders shall provide proof of insurance on all vehicles being used as part of this contract, with an "all inclusive policy" covering liability, property damage and personal injury in the amount of two million dollars (\$2,000,000.00) and shall supply the City with a "Certificate of Insurance" as proof of this insurance.
10. COMPOUND: (Note item 6)
 - a) SPECIFY ADDRESS OF COMPOUND _____

 - b) Shall be lockable.
 - c) Shall be of sufficient size to secure a minimum of fifty (50) vehicles.
 - d) Shall be located in the area tendered.
11. VEHICLE:
 - a) SPECIFY ANY CLASS OF VEHICLE WHICH YOU ARE UNABLE TO TOW

 - b) There are no limitations to the range of vehicles covered by this service, however, it is estimated that in excess of 90% of the vehicles to be towed will be cars.

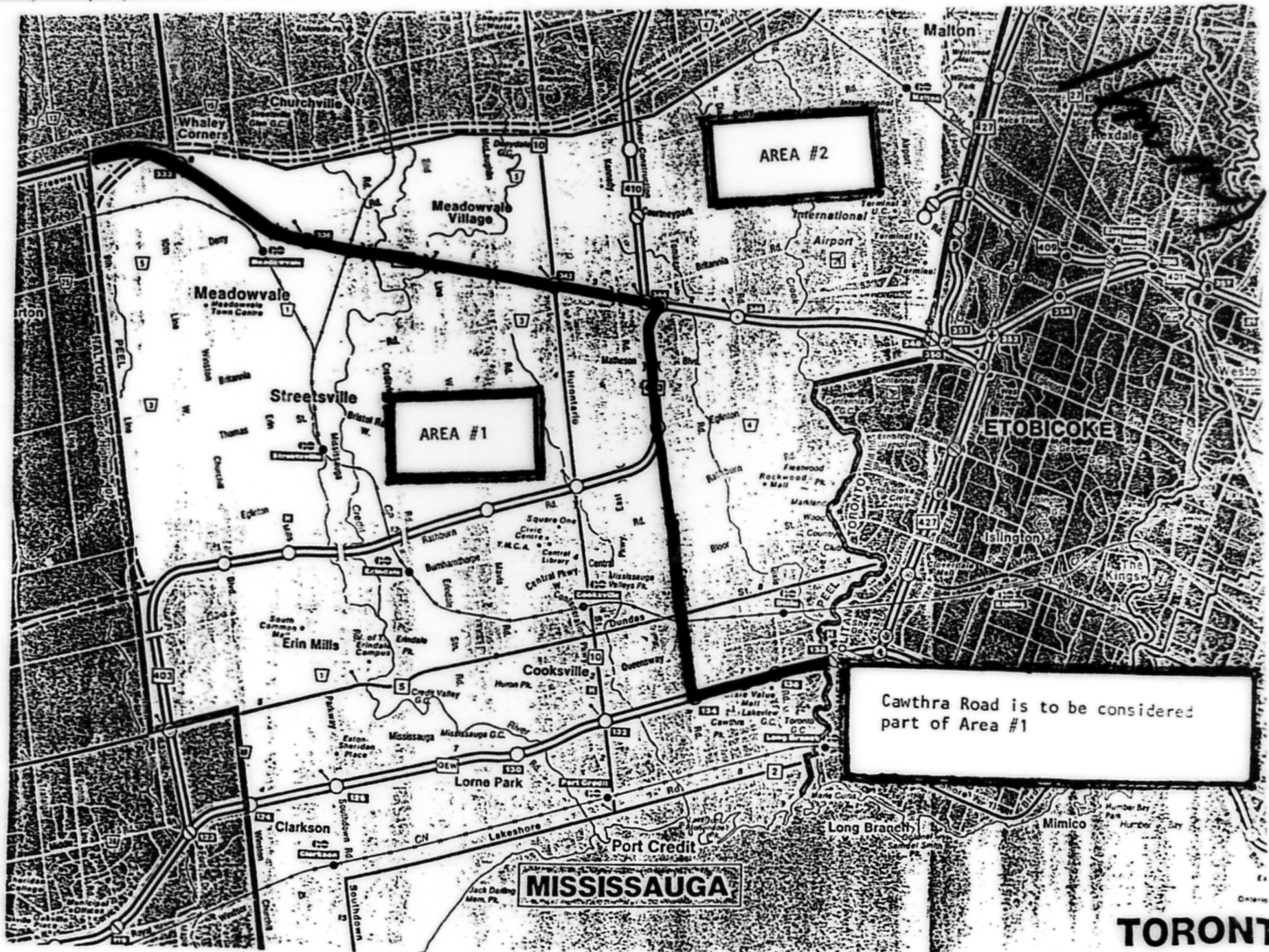
THE CORPORATION OF THE CITY OF MISSISSAUGA

Special Instructions (continued)

Page 6 of 7

Tender No: TW -3- 1989

- 11 c) Vehicles termed as "derelict" by the City shall be included in this contract and removed from public/private property at the expense of the property owner. "Derelicts" which can be removed by normal towing procedures will be charged at the rate shown on pages 2 or 3. In circumstances where special equipment is required to remove the "derelict", all charges are to be negotiated with the property owner prior to removal.
- d) "Low-Level" tow truck will be required for removing vehicles from areas that have height restrictions (i.e., Underground parking areas).
12. CHARGES:
- a) Shall be proposed on a "fixed charge" basis. No mileage, or any other additional charges shall be accepted unless a towing company is requested to travel outside the designated area - at which time the charge(s) shall be agreed by the City (Parking Control Section).
- b) Release Fee refers to the fee that is to be applicable when the owner or person responsible for a hooked-up vehicle arrives at the vehicle prior to towing and pays this fee for the release of the vehicle.
- c) The successful bidders shall collect towing and compound storage fees from the owners of the vehicles, and shall have no claim against the Corporation of the City of Mississauga, or any of its agents or employees, for charges for services performed, or for any loss or damage which the bidder may incur.
- d) The tendered prices must be posted in a conspicuous place in the office of the bidders place of business and in the compound.
13. All enquires concerning this tender should be referred to Mr. R. Little, Parking Control Section, at 896-5678.
14. Lowest or any tender not necessarily accepted.





Corporate Report

Received by
Clerk's Dept. FEB 22 1989

Clerk's Files

F.06.04.05
F.03.02.

Originator's
Files

MAR 1 1989

OPERATIONS/WORKS

DATE: February 17, 1989
TO: CHAIRMAN AND MEMBERS OF OPERATIONS AND WORKS COMMITTEE
FROM: William P. Taylor, P.Eng., Public Works Department
SUBJECT: Reconstruction of Dunbar Road from Argyle Road Easterly to End

ORIGIN: Petition from Local Residents, Report Request No. 15-89.

BACKGROUND: A petition, containing 34 signatures has been received from the residents of Dunbar Road requesting the reconstruction of Dunbar Road to a curb and gutter standard from Argyle Road to its easterly end, a distance of approximately 400 metres (1,312 feet). Provisions for a 4-way stop at Dunbar Road and Confederation Parkway and a 3-way stop at Dunbar Road and Rugby Road were also requested.

COMMENTS: In order to comment on the stop sign placements, traffic count studies will have to be carried out. Following completion of these counts, a report will be submitted to Council to address this request.

Argyle Road from Dunbar Road to Dundas Street should be considered for reconstruction concurrently with Dunbar Road as Argyle Road is merely an extension of Dunbar Road, providing a link to Dundas Street (see Exhibit I attached).

Dunbar Road and Argyle Road are two-lane, ditched road segments with minor signs of structural failure. Overall, the travel portion of the roadways is in good condition with no noted drainage problems.

The estimated cost of reconstructing these roads to a two-lane, 8.5 metre (28 ft.), curb and gutter standard, including storm sewers, is as follows:

Road	Gross Cost (\$'000)	M.T.O. Subsidy (\$'000)	Net City Cost (\$'000)
Dunbar Road - Argyle Road to End	440	176	264
Argyle Road - Dunbar Road to Dundas Street	410	164	246
TOTAL	<u>850</u>	<u>340</u>	<u>510</u>

2(a)

Chairman and Members of the
Operations and Works Committee

- 2 -

February 17, 1989

The reconstruction of these roads is not identified as a project in the 1989-98 Capital Budget. This work can only be undertaken in 1989 if other local road reconstruction jobs, presently included in the 1989 program, are deleted or an additional \$850,000 in funding (due to the unavailability of M.T.O. subsidy) is approved for the 1989 local road reconstruction program. Based on the priority of the work, the reconstruction of Dunbar Road and Argyle Road should not be undertaken in 1989 but should be considered as a potential candidate for inclusion in the 10-year capital program during the preparation of the 1990 to 1999 local road reconstruction program.

CONCLUSION:

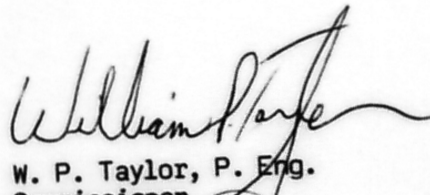
Dunbar Road from Argyle Road to the end and Argyle Road from Dunbar Road to Dundas Street should be considered as potential candidates for inclusion in the 10-year local road reconstruction program during the preparation of the 1990 to 1999 Capital Budget.

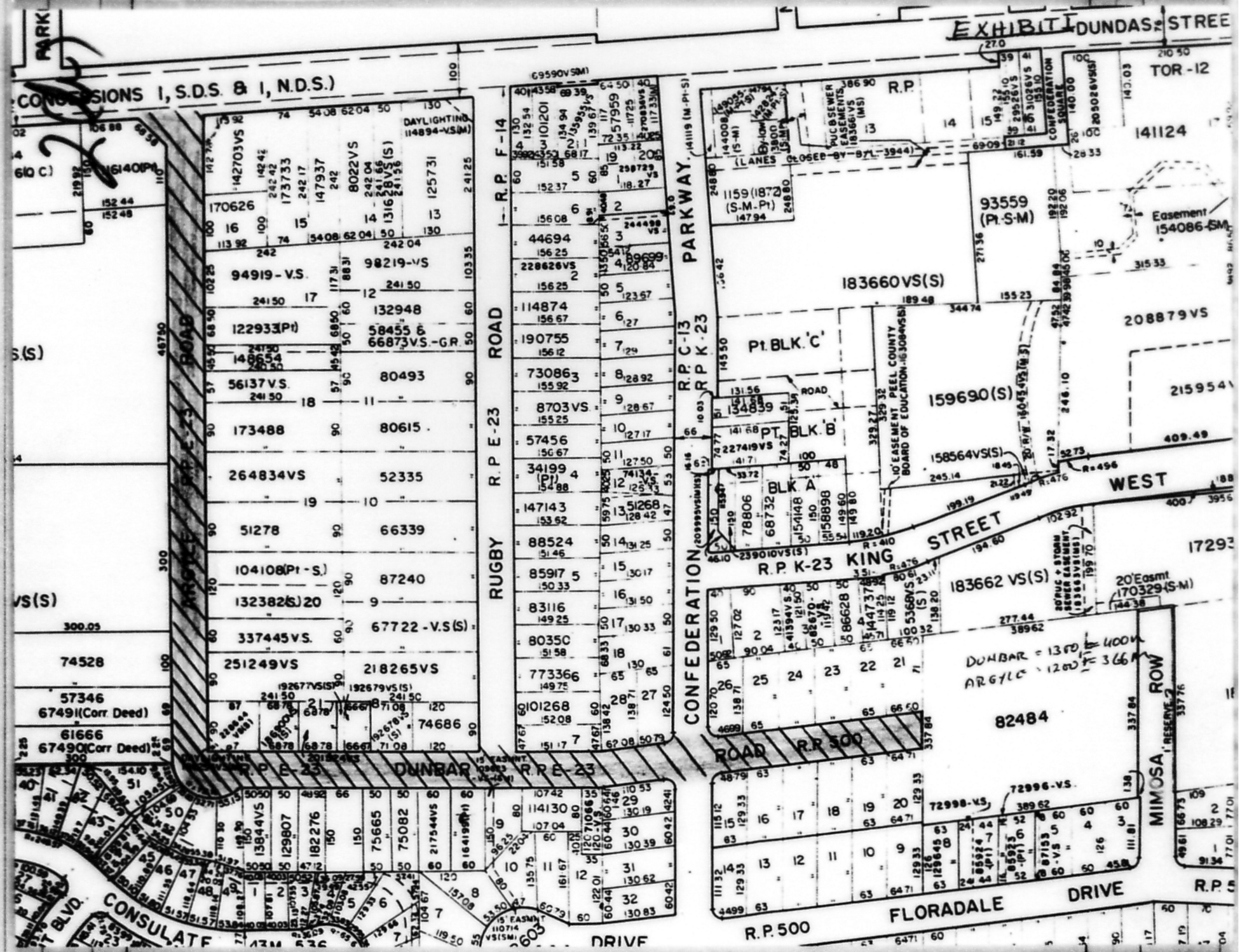
RECOMMENDATION:

- a) That the reconstruction of Dunbar Road from Argyle Road to its easterly end and Argyle Road from Dunbar Road to Dundas Street be considered for inclusion in the 10-year local road reconstruction program during the preparation of the 1990 to 1999 Capital Budget and that the initiator of the residents' petition, Rose Chiacchia, be so advised.
- b) That a separate report addressing the request for placement of stop signs at Dunbar Road and Confederation Parkway and Dunbar Road and Rugby Street be forwarded to Council following completion of the required traffic count studies.


0817E/65-66

cc: D. A. Lychak
K. J. Schipper
Councillor Iannicca


W. P. Taylor, P. Eng.
Commissioner
Public Works



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Corporate Report

Received by
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FEB 22 1989

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Clerk's Files

F-050406(A)

OPERATIONS/WORKS MAR 1 1989

Originator's
Files

15 111 00003
15 111 00010
11 141 89045

DATE: February 15, 1989
TO: Chairman and Members of Operations and Works Committee
FROM: W. P. Taylor, P. Eng., Commissioner of Public Works
SUBJECT: Blue Boxes

ORIGIN: Public Works Department

COMMENTS: The blue box program has proven to be so successful that for the last six-month period we have been replacing blue boxes which have been apparently lost at the rate of 12% per annum. This rate of replacement is considerably higher than Laidlaw Waste Systems' estimate of 2% per year which likely could be considered on the conservative side.

The City should be concerned about the number of lost blue boxes in that it will definitely affect our next contract when tendered in the Fall of 1990, and we would suggest that steps should be taken to try and reduce the apparent losses in blue boxes.

The City of Brampton requires that homeowners when they lose a blue box go to the yard in Brampton and pick up a new blue box and sign for same. This apparently is working and keeping the percentage closer to 2% in Brampton than to the 12% in Mississauga. In addition, Committee should be aware that the City is now selling blue boxes to people who wish to have an additional blue box and the loss rate is still running at a higher-than-normal level.

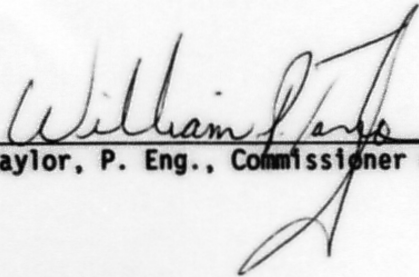
CONCLUSION: It is evident that if people can phone Laidlaw Waste Systems and request an additional blue box under the guise that it has been lost that this makes it far too easy for the homeowner. It is therefore suggested that we institute a program immediately whereby if someone has lost a blue box that they be told that they can get a replacement box by coming to Mavis Road Works Yard and signing for same.

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February 15, 1989

RECOMMENDATION:

That commencing March 14, 1989 anyone who has lost a blue box be required to go to Mavis Road Works Yard and pick up a second blue box and sign for same.


William P. Taylor, P. Eng., Commissioner of Public Works

0495E/199E



Corporate Report

Received by
Clerk's Dept. FEB 23 1989

Clerk's Files F.05.04.05A

Originator's
Files 15 111 00003
15 111 00010
11 141 89045

OPERATIONS/WORKS MAR 1 1989

DATE: February 21, 1989
TO: Chairman and Members of Operations and Works Committee
FROM: W. P. Taylor, P. Eng., Commissioner of Public Works
SUBJECT: Plastic Recycling

ORIGIN: Public Works Department

COMMENTS: In 1988 Council approved a plastic recycling demonstration project for approximately 2,000 homes north of Burnhamthorpe Road and east of Dixie Road. This project is now three months old and to date we have collected approximately 1-1/2 bales (1 bale = 1,100 pounds) of plastics which are being sent to Nuplast (a division of Polymont Plastics) in Brampton for analyzing as to quality and therefore market value.

It is interesting to note that by including plastics as part of the blue box program it has been found that a truck is picking up approximately 18% fewer homes (700 vs. 900) per 10-hour work day than a similar truck that is not picking up plastics. It will therefore be necessary in implementing a total program for Laidlaw Waste Systems to purchase two additional recycling trucks and the additional cost starting June 1, 1989 will be \$220,000 per year to the cost including operations.

The City of Mississauga in implementing a full-scale plastic recycling program would be the first municipality to do so in total and it is my understanding that the Ottawa area has only picked one portion of a municipality to carry out plastic recycling similar in size to the area now being done in Ward 3. We will therefore be suggesting to Council that before we commence our recycling project in June the Province of Ontario through the Ministry of the Environment and The Society of the Plastics Industry of Canada (S.P.I.) be requested to provide grants to the City towards the cost of adding plastics to the blue box collection. This cost is estimated to be \$220,000 plus design and promotion starting June 1, 1989, and funds have been included in the 1989 Current Budget.

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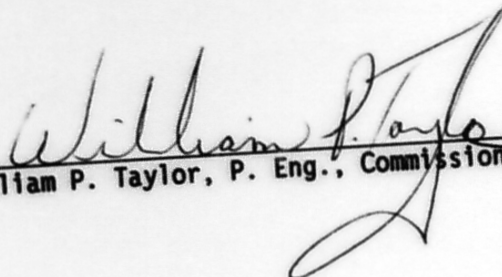
February 15, 1989

CONCLUSION:

That the City of Mississauga in order to reduce the volume of material going to the Britannia landfill site implement a total plastic recycling program commencing June 1, 1989 and that the Province of Ontario and The Society of the Plastics Industry of Canada be requested to contribute towards the additional City cost for implementing a plastic recycling program.

RECOMMENDATION:

1. That a full-scale plastic recycling program be implemented for the City of Mississauga starting June 1, 1989 at a cost of \$220,000 per year or \$110,00 for the balance of 1989.
2. That the Province of Ontario (M.O.E.) and The Society of the Plastics Industry of Canada (S.P.I.) be requested to advise the City of their contribution towards the City of Mississauga plastic recycling program for 1989 and subsequent years.


William P. Taylor, P. Eng., Commissioner of Public Works

0495E/199E



Corporate Report

Received by
Clerk's Dept. FEB 22 1989

Clerk's Files F.0504.07

Originator's
Files 15 111 00003
15 111 00010
11 141 89045

MAR 1 1989

OPERATIONS/WORKS

DATE: February 15, 1989
TO: Chairman and Members of Operations and Works Committee
FROM: W. P. Taylor, P. Eng., Commissioner of Public Works
SUBJECT: Composting

ORIGIN: Public Works Department

COMMENTS: In the Fall of 1988 the Public Works Department suggested that consideration should be given to a demonstration project for recycling compostables starting on June 1, 1989. The Region in their report (copy attached) have indicated that they will cooperate with the City on this project and we have made arrangements with Laidlaw Waste Systems to carry out a collection of compostables in the area shown on the attached map of approximately 1,200 homes at our normal collection charge during June, July and August. However, Laidlaw have indicated that they will expect to be paid \$80 per hour for the truck used to pick up composting for every hour it is required to work over 10 hours daily and this would seem reasonable.

In addition it should be pointed out to Committee that the cost to the City for continuing this program in the same area until May 31, 1990 would be \$1,980 per month or approximately \$18,000 for the nine-month period plus \$80 per hour for the use of the truck over the 10-hour day.

In addition to the charges by Laidlaw, it will be necessary for the City to develop a good promotional and educational program for the residents and we will likely have a student in the recycling truck during the summer months in order to ensure that the residents are fully aware of what compostable material is and advise them of same.

The City will also have to provide the residents with kitchen-catcher bags and a container for compostable materials. The cost of the containers and bags will be approximately \$110,000 for the year

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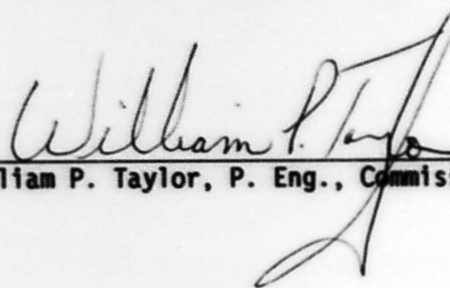
sla

CONCLUSION:

It is felt that if we are going to reduce the amount of material being disposed of at landfill sites that it will be necessary for municipalities to enter into extensive composting programs. It is felt that this demonstration project will provide the City and the Region with adequate material to ascertain the quality of the material which has been composted and the market value of same when a City and/or Region-wide program is implemented. Funding for this project has been included in the 1989 Current Budget.

RECOMMENDATION:

That the City of Mississauga implement composting in the area shown in Schedule 1 attached to this report commencing June 1, 1989 and running to May 31, 1990.



William P. Taylor, P. Eng., Commissioner of Public Works

Attach. 2

0495E/199E

January 3, 1989.
File # GA-A-E
WR-B-M.1A

Larry
5th

Chairman and Members
Committee of the Whole
Regional Municipality of Peel

SUBJECT: Composting of Organic Wastes

The Region actively promotes the composting of organic wastes and at present has the following programs:

- a) Distribution of literature promoting the merits of home composting and providing instructions on how to build and use a composter.
- b) Construction and distribution of home composters, made from plastic and metal drums recycled from industry (non-toxic). Approximately 4,000 have been handed out.
- c) Leaf composting at landfill sites (Britannia and Caledon) with leaves collected by the Area Municipalities.

As well, the design proposed for landfill site VI included a composting facility to expand the existing programs to include organic materials from both residential and industrial waste sources. However, the implementation of this facility has been delayed, pending further direction from the Province.

The City of Mississauga has been operating a successful curbside recycling program and is planning to significantly improve its objectives by venturing into other materials, particularly organic wastes for composting. The compostable organic waste portion of the residential waste from houses (not apartments) can be as high as 45%, mainly from kitchen and yard wastes. The City plans to implement a pilot study starting this summer for approximately 12 months, to establish objectives, and promotional and operating parameters in order to launch a city-wide organic recycling program (wet/dry system) in June 1990, when the existing curbside recycling contract expires. The City has asked the Region to provide the method and facilities for the composting process while the City will be responsible for the promotion and collection of the separated organic waste. Use of the product and markets will also be determined, pending the quality of the composted material.

The proposed pilot project is to consist of approximately 1,500 houses generating between 600 and 900 tonnes of organic wastes over the 12 month study period. There are two basic biological processes, aerobic and anaerobic that can be used to process organic material into useful products. The aerobic process uses microorganism that use air (oxygen) in the breakdown of organic matter to produce a rich humus material to enrich the soil. The anaerobic process uses microorganisms that do not use air (no oxygen), producing methane gas, which can be used as a clean burning fuel. Both processes are proposed in the pilot study to determine the best approach. It is expected, however, that some of the material collected may contain trace contaminants which are toxic for compost products and can only be used in the generation of methane gas. Therefore, it is anticipated that both aerobic and anaerobic processes will be incorporated in the long-term plan in order to maximize the recycling objectives.

In order to meet the time schedule proposed by the City of Mississauga, both short and long-term plans are required to proceed in parallel. The short-term plan would include the pilot study, whereby both anaerobic and aerobic processes would be investigated at the Britannia landfill site. Since this short-term undertaking is a pilot study, no environmental assessment is required although a public meeting is recommended to inform the residents of the study.

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- 2 -

The long-term plan includes the construction and operation of large scale facilities, requiring a full environmental assessment on alternative locations and technologies. The time required to establish an operating facility is not expected to take as long as for a landfill site or an energy-from-waste plant. Unfortunately, an undertaking similar to this has not been exposed to the environmental assessment process and therefore the time for the studies, public participation, assessment document preparation, design and hearing can only be estimated. Add to this, the time for acquiring land, preparing contracts, tendering, construction and start-up, the facility may take up to three years to complete, i.e. to 1992. This time constraint should not delay Mississauga from implementing its plan to begin the city-wide program in June, 1990. Initially, it is expected there will be large amounts of contaminants that will render the organic material useless for processing and therefore most if not all of the material will continue to be landfilled, possibly up to a year. Also, it is preferred that a sufficient amount of material be available to accommodate the capacity of the new plant and in this respect, the facility may be designed on a modular basis to provide flexibility. Markets will have to be investigated for the products and may require a series of test runs on a small scale.

The composting and methane gas generation proposals are two of several waste reduction and recovery initiatives that are being reviewed in addition to the existing programs. It is preferred that the composting and methane gas programs be investigated in conjunction with both the Region's and the City of Mississauga's existing and proposed programs. In this way the resulting facility (Waste Classification Complex) would be designed to accommodate these programs.

IT IS THEREFORE RECOMMENDED THAT:

- a) the Region support in principle, the recycling initiatives of the City of Mississauga; and further that
- b) the Region provide the necessary pilot studies for the processing of organic wastes; and further that
- c) a work committee with staff representatives from the Region and the City be created for the development of the strategies, study designs, terms of reference, and policies; and further that
- d) the City of Mississauga be informed of these recommendations and be requested to participate.

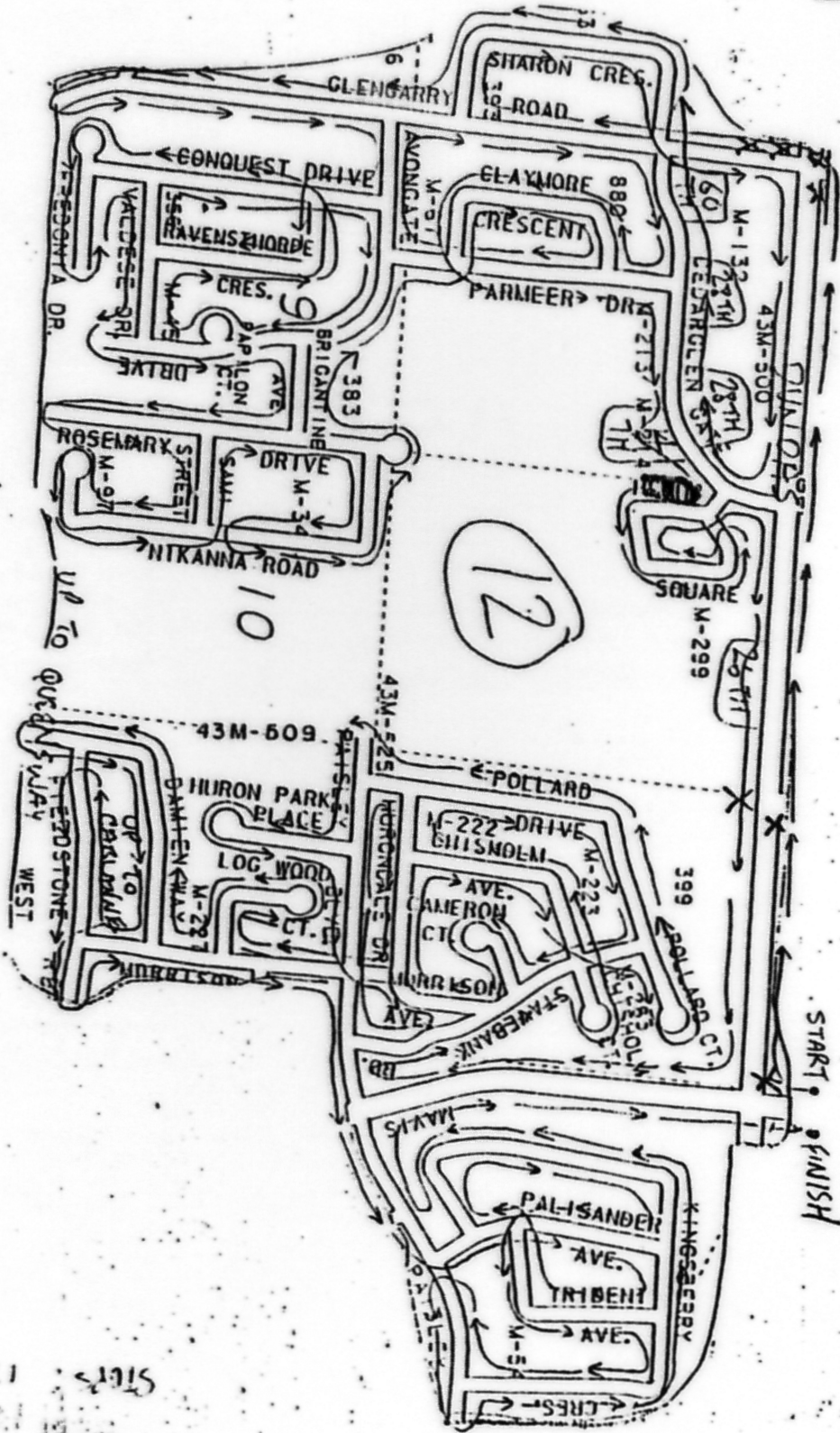
D. J. Markle, P. Eng.,
Commissioner of Public Works

c.c. D. E. Trouten

FCC/ps

SCHEDULE 1

5(d)



TRUCK 571
STREET 1203

CITY OF MISSISSAUGA

MINUTES

MEETING FIVE EIGHTY-NINE

NAME OF COMMITTEE:	OPERATIONS AND WORKS
DATE OF MEETING:	WEDNESDAY, MARCH 1, 1989, 9:10 A.M.
PLACE OF MEETING:	RESOURCE LIBRARY, CIVIC CENTRE
MEMBERS PRESENT:	Councillor H. Kennedy (Chair) Councillor M. Prentice Councillor F. Dale Councillor F. McKechnie Councillor D. Culham Councillor N. Iannicca
MEMBERS ABSENT:	NIL
OTHERS PRESENT:	Councillor P. Mullin Mayor H. McCallion
STAFF PRESENT:	Mr. D.A. Lychak, City Manager Mr. B.E. Thom, City Solicitor Mr. W.P. Taylor, Commissioner of Public Works Mr. A. McDonald, Director, Public Works Mr. K. Schipper, Director, Public Works Mr. W.H. Munden, Commissioner of Finance and Treasurer Mr. D.J. Bray, Director of Personnel Mr. I.W. Scott, Commissioner of Recreation and Parks Mr. E.J. Dowling, Transit General Manager Ms. L. Mailer, Committee Coordinator, Clerk's Department

INDEX - OPERATIONS AND WORKS COMMITTEE - MARCH 1, 1989

DEPUTATIONS/PRESENTATIONS - 9:10 A.M.

- A. Mr. J. Lyons, President, Lyons Auto Body Ltd.
TW-45-1988
SEE ITEM 1

<u>ITEM</u>	<u>FILE</u>	<u>SUBJECT</u>
1.	TW-45-1988	Towing Services and Compound Facilities
2.	F.06.04.05 F.03.02	Reconstruction of Dunbar Road from Argyle Road Easterly to End
3.	F.05.04.05(A)	Blue Boxes
4.	F.05.04.05(A)	Plastic Recycling
5.	F.05.04.07	Composting
6.	TCL-5-1988	Central Library Elevator Contract

MATTERS CONSIDERED:

1. Report dated February 23, 1989, from the Commissioner of Public Works in response to the request for a report on the format of previous tender, the rationale for re-tendering, comments on the new Tender Documents which are presently out to tender, and options which are available, for Committee's consideration for obtaining towing prices for the immediate future.

The original tender was called back in 1988 with a closing date of October 18, 1988, under Tender TW-45-1988 and covered towing services and compound facilities for the period of January 1, 1989 to December 31, 1991. Tenders were distributed to eight prospective tenderers. The Tender Documents are attached for Committee's information.

For the purposes of the Tender the City was divided into three areas as outlined on Page 3 of the Documents. Also, on Page 3, it states that all bidders must operate compounds within the City of Mississauga and in the area for which a bid is being submitted.

As a result of this Tender four bids were received (Summary attached), two for Area 2 and two for Area 3. No bids were received for Area 1. It would appear that no Towing Company is operating a compound storage facility in this designated Area 1 and also it is highly unlikely that a compound facility will be established in this area in the foreseeable future due to the limited amount of appropriate zoning for this use.

Subsequent to the Tender Closing, but prior to making a recommendation to award, much discussion took place concerning this Tender. The following highlights the discussions and/or correspondence which have been received in this regard during this period.

1. On October 31, 1988, Malton Towing contacted the Finance Department and requested a breakdown of Atlantic's bid and generally claimed if all other aspects of towing were considered they would be the low bidder.
2. During November 1988, Lyons Auto Body and Atlantic Towing were asked to give their estimates on the frequency of slim-jimmying, winching, etc., in order to try to assist in the evaluation of Malton's claim. These figures proved to be inconclusive and the Finance Department arranged a meeting with the Public Works Department to discuss this matter further.
3. On December 5, 1988, A.P.C. Towing sent in a letter (copy attached) concerning their bid showing two scenarios of one week storage in the compound and two week storage in the compound which indicates that A.P.C. Towing would be cheaper than Lyons Auto Body in their opinion.

4. On December 19, 1988, Finance Department arranged a meeting with Public Works Department to review the situation and as a result of that meeting it was concluded that;
- a) that the Tender should not be awarded;
 - b) that the areas should be revised to two as opposed to three; and
 - c) that each area designated in the Tender should have at least one existing operating compound.

The basic rationale for recommending that the Tender be recalled was as follows:

- a) There were no estimated quantities designated in the Tender for the various items making it difficult to determine who was actually the low bidder.
- b) There was no available compound in Area 1 which was certainly contrary to the intent of the Specification that any bidder must operate a compound in the area for which he bids.
- c) It was felt that in the original Tender "Other Charges" such as slim-jimmying, double winching, inflating flat tires, releasing transmission pins, and other incidental charges, should be part and parcel of the towing price as it is just simply too complicated to assess a Tender based on all those additional.
- d) On reviewing the Tender it was felt that an additional item should be added for Release Fee; that is where a vehicle is towed, however, before actually leaving the site the Owner appears and therefore no towing charge is applicable. There were approximately 400 of these incidents in the previous two years according to our Parking Control Section.
- e) A report was subsequently prepared for Council on December 21, 1988, recommending that Tender TW-45-1988 be re-tendered (copy of which is attached) which was adopted by Council January 9, 1989.
- f) Immediately after Council's adoption staff commenced revising the Tender Documents and in this connection discussed the Tender Specifications with Metro Police, Peel Regional Police, as well as the Canadian Towing Society, to obtain their input.
- g) During week of January 23, 1989, Mr. Jack Lyons called Finance Department and expressed his concern about recalling the Tenders and that he would be in contact with his Solicitor, the Ward Councillor, and the Mayor. On February 1, 1989, (copy attached) a letter was received from Lyons Auto Body in this regard. Also, a letter dated February 7, 1989, was received from Atlantic Auto Body (copy attached). As a result of Lyons Auto Body's letter dated February 1, 1989, a reply was given to Councillor Culham outlining the chronology of events (copy attached). A similar reply was given to Councillor McKechnie on February 8, 1989, dealing with Atlantic Auto Body's letter (copy attached).

- h) Staff has revised the Tender Form showing estimated quantities which we expect through the duration of the Contract and eliminated some of the incidental charges which are to be included in the bid items together with splitting the Tender into two areas only. The revised prices are to be valid from April 1, 1989 to March 31, 1992. This Tender is scheduled to close on March 7, 1989, and as a result of Operations and Works Committee on February 21, 1989, the Tender will be deferred indefinitely, (copy attached).

Committee could consider two possible options as follows:

1. Extend the existing 1988 Contract for one year (subject to approval of Lyons and Atlantic) and recall Tenders for the Fall of 1989 with the revised Specifications.
2. Proceed with the existing revised Tenders which are presently on hold with a revised closing date.

RECOMMENDATION:

That the Revised Tender TW-3-1989 which was presently scheduled to close on March 7, 1989, and has been deferred be proceeded with a revised closing date of March 28, 1989.

Mr. McDonald reviewed the contents of the report in detail and responded to questions from the Committee.

Mayor McCallion recommended that if Lyons and Atlantic agree that the contract be extended for 1989 and the tender recalled for 1990. This motion was voted on and carried.

Councillor Culham recommended that Staff review the tender documents and provide a report to the Operations and Works Committee prior to the tender being called. This motion was voted on and carried.

TW-45-1988

Amended

See Recommendation OW-96-89(a) (H. McCallion)

See Recommendation OW-96-89(b) (D. Culham)

2. Report dated February 17, 1989, from the Commissioner of Public Works regarding the reconstruction of Dunbar Road from Argyle Road Easterly to End.

A petition, containing 34 signatures has been received from the residents of Dunbar Road requesting the reconstruction of Dunbar Road to a curb and gutter standard from Argyle Road to its easterly end, a distance of approximately 400 metres (1,312 feet). Provisions for a 4-way stop at Dunbar Road and Confederation Parkway and a 3-way stop at Dunbar Road and Rugby Road were also requested.

In order to comment on the stop sign placements, traffic count studies will have to be carried out. Following completion of these counts, a report will be submitted to Council to address this request.

Dunbar Road from Argyle Road to the end and Argyle Road from Dunbar Road to Dundas Street should be considered as potential candidates for inclusion in the 10-year local road reconstruction program during the preparation of the 1990 to 1999 Capital Budget.

RECOMMENDATION:

- (a) That the reconstruction of Dunbar Road from Argyle Road to its easterly end and Argyle Road from Dunbar Road to Dundas Street be considered for inclusion in the 10-year local road reconstruction program during the preparation of the 1990 to 1999 Capital Budget and that the initiator of the residents' petition, Rose Chiacchia, be so advised.
- (b) That a separate report addressing the request for placement of stop signs at Dunbar Road and Confederation Parkway and Dunbar Road and Rugby Street be forwarded to Council following completion of the required traffic count studies.

F.06.04.05
F.03.02

Approved

See Recommendation OW-98-89 (N. Iannicca)

3. Report dated February 15, 1989, from the Commissioner of Public Works regarding loss of blue boxes.

The blue box program has proven to be so successful that for the last six-month period we have been replacing blue boxes which have been apparently lost at the rate of 12% per annum. This rate of replacement is considerably higher than Laidlaw Waste Systems' estimate of 2% per year which likely could be considered on the conservative side.

The City should be concerned about the number of lost blue boxes in that it will definitely affect our next contract when tendered in the Fall of 1990.

RECOMMENDATION:

That commencing March 14, 1989 anyone who has lost a blue box be required to go to Mavis Road Works Yard and pick up a second blue box and sign for same.

F.05.04.05(A)

Approved

See Recommendation OW-98-89 (F. McKechnie)

4. Report dated February 21, 1989, from the Commissioner of Public Works regarding plastic recycling.

In 1988 Council approved a plastic recycling demonstration project for approximately 2,000 homes north of Burnhamthorpe Road and east of Dixie Road. This project is now three months old and to date we have collected approximately 1-1/2 bales (1 bale = 1,100 pounds) of plastics which are being sent to Nuplast (a division of Polymont Plastics) in Brampton for analyzing as to quality and therefore market value. It will be necessary, in implementing a total program, for Laidlaw Waste Systems to purchase two additional recycling trucks.

The City of Mississauga in implementing a full-scale plastic recycling program would be the first municipality to do so in total. It is suggested that, before the recycling project in June commences, the Province of Ontario through the Ministry of the Environment and The Society of the Plastics Industry of Canada (S.P.I.) be requested to provide grants to the City towards the cost of adding plastics to the blue box collection. This cost is estimated to be \$220,000 plus design and promotion starting June 1, 1989, and funds have been included in the 1989 Current Budget.

- (a) That a full-scale plastic recycling program be implemented for the City of Mississauga starting June 1, 1989 at a cost of \$220,000 per year or \$110,00 for the balance of 1989.
- (b) That the Province of Ontario (M.O.E.) and The Society of the Plastics Industry of Canada (S.P.I.) be requested to advise the City of their contribution towards the City of Mississauga plastic recycling program for 1989 and subsequent years.

F.05.04.05(A)

Approved

See Recommendation OW-99-89 (M. Prentice)

5. Report dated February 15, 1989, from the Commissioner of Public Works regarding composting.

In the Fall of 1988 the Public Works Department suggested that consideration should be given to a demonstration project for recycling compostables starting on June 1, 1989. The Region have indicated that they will cooperate with the City on this project and arrangements have been made with Laidlaw Waste Systems to carry out a collection of compostables from approximately 1,200 homes at the normal collection charge during June, July and August.

To reduce the amount of material being disposed of at landfill sites, it will be necessary for municipalities to enter into extensive composting programs. It is felt that this demonstration project will provide the City and the Region with adequate material to ascertain the quality of the material which has been composted and the market value of same when a City and/or Region-wide program is implemented. Funding for this project has been included in the 1989 Current Budget.

March 1, 1989

RECOMMENDATION:

That the City of Mississauga implement composting in the area shown in Schedule 1 attached to the report of the Commissioner of Public Works dated February 15, 1989, commencing June 1, 1989 and running to May 31, 1990.

F.05.04.07

Approved

See Recommendation OW-100-89 (D. Culham)

6. Contract for Central Library Elevators

Mr. Frank Coppinger, Director of Building Services, provided the background on the elevator tender for the Central Library as follows:

- (a) elevator specifications;
- (b) status of industry;
- (c) bidder qualifications;
- (d) market conditions;
- (e) qualifications of successful bidder.

Received

See Recommendation OW-101-89 (F. McKechnie)

Recommendations:

As per Report 5-89

Adjournment:

10:05 A.M.

THE OPERATIONS AND WORKS COMMITTEE

MARCH 1, 1989

REPORT 5-89

TO: THE MAYOR AND MEMBERS OF COUNCIL

The Operations and Works Committee presents its fifth report and recommends:

- OW-96-89 (a) That the existing 1988 towing contract be extended to March 31, 1989, subject to the concurrence of Atlantic Auto Body and Lyons Auto Body Ltd.
- (b) That Staff review the tender documents and provide a report to the Operations and Works Committee prior to calling tenders for 1990.

TW-45-1988
(OW-96-89)

- OW-97-89 (a) That the reconstruction of Dunbar Road from Argyle Road to its easterly end and Argyle Road from Dunbar Road to Dundas Street be considered for inclusion in the 10-year local road reconstruction program during the preparation of the 1990 to 1999 Capital Budget and that the initiator of the residents' petition, Rose Chiacchia, be so advised.
- (b) That a separate report addressing the request for placement of stop signs at Dunbar Road and Confederation Parkway and Dunbar Road and Rugby Street be forwarded to Council following completion of the required traffic count studies.

F.06.04.05
F.03.02
(AF-97-89)

- OW-98-89 That commencing March 14, 1989 anyone who has lost a blue box be required to go to Mavis Road Works Yard and pick up a second blue box and sign for same.

F.05.04.05(A)
(AF-98-89)

- OW-99-89 (a) That a full-scale plastic recycling program be implemented for the City of Mississauga starting June 1, 1989 at a cost of \$220,000 per year or \$110,00 for the balance of 1989.
- (b) That the Province of Ontario (M.O.E.) and The Society of the Plastics Industry of Canada (S.P.I.) be requested to advise the City of their contribution towards the City of Mississauga plastic recycling program for 1989 and subsequent years.

F.05.04.05(A)
(AF-99-89)

- OW-100-89 That the City of Mississauga implement composting in the area shown in Schedule 1 attached to the report of the Commissioner of Public Works dated February 15, 1989, commencing June 1, 1989 and running to May 31, 1990.

F.05.04.07
(AF-100-89)

- OW-101-89 That the presentation to the Operations and Works Committee on March 1, 1989, by the Director of Building Services regarding Elevator Contract (Tender TCL-5-1988) for the Central Library be received for information.

TCL-5-1988
(OW-101-89)